



THE CITY OF NEW YORK
LAW DEPARTMENT

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February 19, 2008

VIA ECF AND HAND DELIVERY

Honorable Alvin K. Hellerstein
United States District Judge
Daniel Patrick Moynihan
United States Courthouse
500 Pearl Street
New York, New York 10007

Re: Agueda Belen v. City of New York, et al., 07 CV 5812 (AKH)

Your Honor:

Enclosed please find a STIPULATION AND ORDER OF SETTLEMENT AND DISCONTINUANCE which has been executed by the parties in the above-referenced matter. We respectfully request that Your Honor endorse the enclosed STIPULATION.

Additionally, in light of the settlement agreement, the parties respectfully request that the Court adjourn the March 14, 2008 conference.

Thank you for your consideration in this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sarah B. Evans".

Sarah B. Evans
Assistant Corporation Counsel
Special Federal Litigation Division

Enc.

cc: David Zelman, Esq. (By fax and ECF)
Attorney for Plaintiff
612 Eastern Parkway
Brooklyn, New York 11225
Fax: 718-604-3074

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
AGUEDA BELEN,

Plaintiff,

-against-

THE CITY OF NEW YORK, CORRECTIONS
OFFICER G. BROWN and CORRECTIONS
OFFICER FNU ROBERTS,

Defendants.

**STIPULATION
AND ORDER OF
SETTLEMENT
AND DISMISSAL**

07 CV 5812 (AKH)

-----X
WHEREAS, plaintiff commenced this action by filing a complaint on or about
June 20, 2007, alleging violations of her constitutional rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's
allegations; and

WHEREAS, defendant City of New York served plaintiff with a Rule 68 Offer of
Judgment on January 10, 2008;

WHEREAS, plaintiff accepted defendants' Rule 68 Offer of Judgment on or
about January 16, 2008;

WHEREAS, plaintiff has authorized counsel to settle this matter on the terms set
forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

1. All claims in the above-referenced action asserted by plaintiff Agueda
Belen are hereby dismissed, with prejudice, and without costs, expenses, or fees except as
specified in paragraphs "2," "3," and "5" below.

2. Defendant City of New York hereby agrees to pay plaintiff Agueda Belen the sum of Seven Thousand Five Hundred and One Dollars (\$7,501.00), plus reasonable attorney's fees, expenses, and costs, up to the date of the Rule 68 Offer, in full satisfaction of all claims by plaintiff against defendants. In consideration for the payment of this sum, plaintiff agrees to dismissal of all of the claims brought by her against the individually named defendants and to release all defendants, any present or former employees or agents of the City of New York, and the City of New York, from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

3. Plaintiff has assigned her rights to attorney's fees, expenses, and costs to her attorney, David Zelman, Esq.

4. Plaintiff Belen shall execute and deliver to the defendants' attorney all documents necessary to effect this settlement including, without limitation, a General Release based on the terms of paragraphs "2" and "3" above and either an Affidavit of No Liens or an Affidavit Concerning Liens, whichever applies.

5. The City of New York hereby agrees to pay counsel for plaintiff, Agueda Belen, Esq., the sum of Six Thousand Five Hundred Dollars (\$6,500.00), as reasonable attorney's fees, expenses, and costs to the date of the Offer of Judgment referenced in paragraph "2" above. Counsel for plaintiff hereby agrees and represents that no further claim for attorney's fees, costs, or expenses arising out of this action shall be made by or on behalf of plaintiff Agueda Belen up to and including the date of the Offer of Judgment referenced in paragraph "2" above in any application for attorney's fees, costs, or expenses at any time in the future.

6. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any

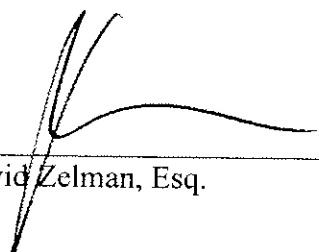
other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

7. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Police Department.

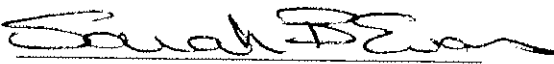
8. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
2/1, 2008

David Zelman, Esq.
Attorney for Plaintiff
612 Eastern Parkway
Brooklyn, New York 11225

By: 
David Zelman, Esq.

MICHAEL A. CARDOZO
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Attorney for Defendants
100 Church Street, Room 3-151
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(212) 788-1041

By: 
Sarah B. Evans
Assistant Corporation Counsel
2/19/2008

SO ORDERED:

U.S.D.J.